## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM609836

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Administrative Agent		11/18/2020	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Precision Medicine Group, LLC		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 850		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Serial Number:	77750630	APOCELL		
Serial Number:	85334725	APOSTREAM		

#### CORRESPONDENCE DATA

Fax Number: 4044435599

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

404-443-5647 Phone:

Email: cfraser@mcguirewoods.com

**Correspondent Name:** Carol Fraser, Paralegal

Address Line 1: 1230 PEACHTREE STREET, SUITE 2100

Address Line 2: MCGUIREWOODS LLP

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	Precision 2060236.0129		
NAME OF SUBMITTER:	CAROL FRASER		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	11/19/2020		

**Total Attachments: 3** 

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK RELEASE** ("<u>Release</u>") is made as of November 18, 2020 ("<u>Effective Date</u>") executed by Capital One, National Association (the "<u>Administrative Agent</u>") in favor of Precision Medicine Group, LLC, a Delaware corporation (the "<u>Grantor</u>"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Security Agreement referenced below or the Credit Agreement (as defined in the Trademark Security Agreement), as applicable.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of August 23, 2019, made by the Grantor in favor of the Administrative Agent (as amended, restated or supplemented from time to time, the "Trademark Security Agreement"), the Grantor granted to the Administrative Agent a continuing Lien on and security interest in and to all of the Grantor's right, title and interest, in, to and under (i) the trademarks listed on the attached Schedule I (the "Trademarks"), (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 23, 2019 at Reel 6727 Frame 0762; and

**WHEREAS**, the Administrative Agent wishes to terminate the Trademark Security Agreement and release and restore all right, title and interest in, to and under the Trademark Collateral to the Grantor and to dissolve those liens and encumbrances created by the Trademark Security Agreement in respect of the Trademark Collateral.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests or Liens it has and all of its right, title and interest in, to and under the Trademark Collateral, whether now owned or hereafter created or acquired by the Grantor, and (iii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent's right, title and interest in, to and under the Trademark Collateral.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**CAPITAL ONE, NATIONAL ASSOCIATION,** as Administrative Agent

Name: Brian Dunn

Title: Its Duly Authorized Signatory

# **SCHEDULE I**

# Trademark Registrations

Matter No.	Country		Application No./Filed		Current Owner
31197529-000003	United States	APOCELL	1	01/05/2010	Precision Medical Group, LLC
31197529-000008	United States	APOSTREAM	85/334725 06/01/2001		Precision Medical Group, LLC

**RECORDED: 11/19/2020** 

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